

1893-029 Chancery Causes: H. M. Harbor vs. Reese Gillespie &
Lee Co.

Cruzenberry, Stapleton, Kirk, Maness, Hughes, Farley, Woodard,
King, Burgan, Kelly, Burgin, Duncan, Green

CA-Debt
T-Property

-Deed

1 To the Hon. H. S. K. Morrison, Judge of the
2 Circuit Court for Lee County, Virginia:

3 Humbly complaining your
4 orator H. M. Harber, a citizen of
5 said County & State would respectfully
6 by represent unto your honor that
7 one ^{3rd} Stapleton many years ago
8 departed this life intestate seized &
9 possessed of a ~~small tract~~ ^{large tract} of land
10 lying and being in said County on the
11 waters of Stone Creek; that said
12 Stapleton on his death left sur-
13 viving him a widow, Nancy, and
14 six children, to wit: George Stapleton,
15 Lavina Stapleton now the wife of
16 Henry Kirk, Ellen Stapleton now the
17 wife of Chas. Manser, Alfira Sta-
18 pletan now the wife of France Kirk,
19 Sarah Stapleton now the wife of
20 Elisha Hughes, and Louisa Stapleton
21 now the wife of Hillis Farley;
22 ~~The said children now residing~~
23 ~~on the death of the said 3rd Staple-~~
24 ~~ton said real estate by the law of~~
25 ~~descent descended to and passed~~
26 ~~to his said children subject to~~
27 ~~the said widows dower rights in~~
28 ~~the same.~~

29 Your orator would also shew
30 unto your honor that all of said
31 children as well as the said wid-
32 ow have sold their respective in-

1 trusts in said land, the said Larison
2 and Willis Farley selling their one-
3 sixth interest in the same to Henry
4 Kirk who ~~sold the same~~ inter-
5 est to Rees Gillespie; the said Man-
6 cy likewise sold her dower in-
7 trust to said Gillespie; the said
8 Sarah ~~Thompson~~ and ~~her~~ ^{said} ~~husband~~ ^{husband} ~~joining~~ with them
9 sold and conveyed their respective
10 interests in said land to B. F.
11 Crumberry who still owns the
12 same; and the said Alfred Kirk,
13 her said husband joining with
14 her in the conveyance of the
15 same, sold her one-sixth in-
16 trust in said land to Jesse
17 ^{who still owns the same} Stapleton; and the said George
18 Stapleton and Ellen Mauser &
19 her said husband sold and con-
20 veyed their respective interests
21 in said tract of land to one H. H.
22 Hay, who on the day of
23 188 sold and by deed conveyed
24 the same two interests to your na-
25 tor.

27 Now your orator would fur-
28 ther show unto your honor that
29 he sold his said two-sixths in-
30 terests in said land, purchased as
31 aforesaid to the said Rees Gilles-
32 pie, for the price of \$125⁰⁰

and thereupon the said Gillespie ex-
ecuted to your orator his notes for the
payment of the said sum of money,
and at the same time your orator ex-
ecuted to said Gillespie his hand for
the title of the said two shares so
sold him, but the exact ^{nature} or pur-
port of said hand your orator does
not remember and as the same is
in the possession or control of the
said Gillespie he is unable to
see or inspect it so as to inform
your honor of its contents.

Your orator will also show
unto your honor that the said Gil-
lespie has not paid the whole of
said purchase price of said two
shares in said land, but there is
still due and unpaid a \$60⁰⁰ note
due March, 1st, 1887 and subject to
a credit of \$8.75- paid Nov. 17th 1887.
which note was executed to your or-
ator by said Gillespie for the con-
sideration of said ~~land~~ shares
in said land. Said note is here
filed and marked as exhibit B.

Your orator would further repre-
sent unto your honor that ~~said~~
said land has never been parti-
tioned among those entitled there-
to and that the whole tract &
the said interests ~~of~~ therein is now

1 owned by their purchasers as afore-
2 said by the said Cruseberry, Jesse
3 Stapleton and Gillespie. For all
4 purposes for which it may be-
5 come necessary in the progress of
6 this cause your orator files, ^{himself} his
7 deed to said two shares in said
8 land.

9 Now the premises considered your
10 orator is advised that he has an
11 lien on said two shares of said
12 land, capable only of being enforced
13 in a Court of Chancery; and
14 to that end he prays, if it is neces-
15 sary in any wise, to have said land
16 partitioned among those entitled
17 thereto, and the two shares sold
18 said Gillespie as aforesaid, decreed
19 to be sold on a reasonable time by
20 a proper Court appointed as the
21 law requires, for the purpose of
22 satisfying said debt due your
23 orator & the costs of this suit, and
24 that Jesse Stapleton, B. F. Cruse-
25 berry and Rees Gillespie be made
26 parties defendants to this bill of com-
27 plaint and that they each be
28 required to fully and completely
29 answer its several allegations on
30 oath, And may such further, other
31 and general relief be granted your
32 orator as the nature of his cause

may be deemed proper and equi-
table. And he will ever pray &c.
May Spa. issue directed &c

E. H. Remington
P. J.

Day 1.50 Paid

(E.W. P)

to 9.80

Comm 3.50

N.P. 2.50

2P. 1.75

wit 4.98

S 3.20

LA 15.00

#48.23

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H. M. Harbor

vs } Rice in Chan.

Russell's pie et al

1889, 1st June Rules Bill
filed Spa. Executed &
D. Brisi
" 2nd June Rules Cont'd
" 1st July Rules cont'd
" 2nd " " D. N. Conf'd
" 1 Aug. Rules and deft
Rus. Bill in file d
" 2 Aug. Rules cause
3rd for hearing
" Sept. continued
" Decr Decree & cont'd.
1890 cont'd 1891 cont'd
1892 " 1893 nmr
" Decree final

To The Hon. H. S. K. Morrison
Judge of the Circuit Court
of Lee County Va.

The Defendant and
Answer of Reese Gelispie to
a bill filed against him in
this Hon. Court by H. M. Harber

Respondent says the plffs
bill is not good and suf-
ficient in law and of this
he prays Judgement of the
Court.

But if any other or further
answer, he deemed neces-
sary answering he says it
is true he executed the note
and on to the plff, and that
the same is not paid - And
that it was executed as a
part - of the purchase money
of the tract of land in the
bill mentioned, and is the
last - installment thereof;
The original price being \$25.
And he claims no credits
for payments other than the
one endorsed thereon and
set out in the plffs bill
except a small claim of \$4.00 and some
small out of mt which will be fully proven.

It will be seen however that by the plffs deed on file he does not deny that he was to make good title thereto and indeed he purports to do so. But your orator denies that the plff can do so. This land so belonging to Wm. Stapleton is a part one third of a boundary of land sold by one Benj. Dickinson to George Smith Sr. George Smith Jr. and Addison Smith, who afterwards alienated it to Robert, Wm and Jesse Stapleton, who afterwards partitioned the same, and the land here sold as stated by the plff was derived from Wm Stapletons heirs, and was sold and conveyed as stated by him. These lands contain valuable deposits of coal, which indeed constitute their main value. And the said Dickinson in his conveyance to Smiths, retained and reserved unto himself, and his heirs one half, of all the coal and so contained in said tract

This was unknown to your or-
ator at the time he purchased.
He bought it all and has paid
for it all as agreed except as
before stated. And the plaintiff sold
it all and made no reserva-
tion whatever. This one half
the coal right so retained and
now claimed by the vendor or
their heirs of said reservation
is far more valuable than the
whole one or. And when the
plaintiff procures that part of his
title, your orator stands ready
to fully perform his part of
said Contract and pay the same.
This he is advised the plaintiff is
bound to do or make suitable
deductions therefor, which your
respondent prays for should he
fail to make title and having
now fully answered he prays
to be dismissed.

A. L. O'Brien

10-2

Virginia: Lee County to wit:
Rees Gillespie this day
personally appeared before
me and made oath in due

form that the statements made
in the foregoing answer, so
far as they depend upon his
own knowledge are true
and so far as they depend
upon information received
from others he believes them
to be true, Given under
my hand this Aug. 2nd 1889
J. A. Syatt & Co

Russ G. Gillette

ad. J. Answer

H. M. Warner

1889 1st Aug. Order

Thos. A. Gillette

J. A. Syatt & Co

H. M. Warner Compt

vs

Russ Gillespie et al Defts

} In Chancery.

It being stated at bar that plain-
tiffs debt in said cause had been paid
~~and~~ there being nothing further to be done
therein, said cause is ordered to be
stricken from the docket.

H. M. Harber

vs { *seene final*

Russ. Gillespie

Entered O. B.

Page 434.

March 7 1893

J. A. L. Hyatt C.

Enter This

March 7 1893.

H. M. Harber

ordered and decided that James Smith do
renew from said defendant the sum of
\$290.67 with legal interest thereon from

1 H. M. Barker Compt^t

2 vs.

3 Russ Gillespie & Co^{ts} Deft

In Chancery.

4 This cause came on again
5 this day to be heard upon the papers for-
6 mally read in the cause and the re-
7 port of Comr. Hyatt filed therein.
8 And was argued by counsel
9 on consideration of all which and
10 for reasons appearing to the Court it
11 is ordered, adjudged and decreed
12 That the plaintiff recover from the
13 deft. \$40⁰⁰ with legal interest there-
14 on from the 1st day of Nov. 1886 till
15 paid subject to a credit of \$8.75 as
16 of Nov. 17/87 and the costs of this suit,
17 except the ~~defts~~ costs incurred by
18 reason of the inquiry before Comr. Hy-
19 att in ascertaining the abatement
20 to which the Comr. found the deft. in-
21 tilled to, which costs are decreed to
22 be paid by the plaintiff, and ~~for the~~ ^{the deft}
23 ~~execution may issue therefor~~ ^{may}
24 ~~collection of which execution may~~
25 ~~issue will place the same on the recovery~~
26 ~~in favor of the deft as herein decreed~~
27 It is further adjudged, ordered
28 and decreed That if said deft.
29 does not pay the debt and costs
30 above decreed the plaintiff within
31 30 days from the adjudged, ordered
32 and decreed adjournment of this Court,
it is then E. W. Fanning who is here-
by appointed a Special Comr. for the
purpose will proceed to sell the land

1 in the bill and proceedings mention-
2 ed or so much thereof as may be
3 necessary to pay said debt and costs
4 to the highest bidder and on some
5 court day and at public outcry
6 at the front ~~day~~^{door} of the court-house
7 of Lin County. But before said court
8 proceeds to execute the terms of this
9 decree he will advertise the time,
10 terms and place of sale in the
11 neighborhood of said land and at
12 the court-house door. Said sale
13 shall be made on a credit of
14 three months except a sum
15 sufficient to pay the costs here-
16 in decreed & cost of sale shall
17 be paid down, and the court
18 with interest from day of sale
19 will take bond with approved
20 security for any deferred payment.
21 But before executing the man-
22 dates of this decree said court
23 will execute bond in a penalty of
24 \$100⁰⁰ conditioned as the law requires
25 in this case: And this cause is
26 continued.

Hander

20/1/1890

Gilliespie

return in a. n. b.

286-7

J. C. W. Dyke

enter this
April 1/90

H. J. W. M.

A. M. Harber

24

Reese Gillespie

неф

2. Lucky

This cause came on to be
heard upon the bill of the
ref, the answer of the de-
fendant and depositions

by witnesses - and was argued

My Course - On Consideration

of which and for reasons

appearing to the Court - John

A. G. Hyatt one of the Com-

missions of the Court will
be to the Court.

ascertain and report what

was the price agreed to be

paid for the staff hand & sole

I decided to let the defendant

and what is its relative

Value, of one half the Coal

and Mineral right as compared

with said grass tract - The

will report same fact, also

material by ~~test~~ or required

by centering not the cause is

Continued.

H. M. Harbor

v. Greene

Reese Gillespie
etal

Nov. 7. 1889

Entered Chcy

O.B. page 241

Dec. 5 - 1889

J. A. S. Hyatt

Enter this

Dec. 5 1889

H. M. Harbor

Depositions of Charles Gillispie J. F.
Burgan and George Pennington ^{of others} taken
before ~~W. H. Kelly~~ ^{W. H. Kelly} Notary of ~~the~~ ^{the} Lee County, State of Va.
at the Residence of Reese Gillispie's on
The 30th day of August 1889 To be read as
evidence in a certain suit now pending
in the Circuit Court of Lee County
& State of Virginia wherein Henry M.
Harbor is plaintiff & Reese Gillispie is
defendant - The parties being first sworn
Deposition of Nelson Woodard being
first sworn he deposeth & says
He and Mr R Gillispie was at John's
Burgans at R Gillispie's & Russell store
& the talk come up about the land that
Gillispie had bought or was about buying
of Henry Kirk I think I told him that
one half the coal was already sold

Question By

Defendant what time was it that
this conversation took place

Ans. I don't know.

Ques 2nd

"Did you inform me at the store
above alluded to or, did, ^{about the coal being sold} ~~gas~~ ^{gas} ~~concerning~~ ^{concerning}

I did. & further he says not

Nelson ^{W. H. Kelly} Woodard
mark

Also Deposition of Richard L Kirk
taken at the same time & place for
the purpose mentioned in the caption above
to be read of in favor R. Gillispie witness
being first sworn He deposeth & says
In regard to ~~the~~ ^{these} depositions taken at
town in this case on the 21st of Aug 1889
How long was it before I bought this land

Ques

Recd. Gillespie
adv $\frac{3}{3}$ Depo
H. M. I Harlan

Recd by mail
& filed Sept. 2 1889
J. A. Stuyatt
cc

n. o.	2.50
p. o.	1.75
with-	2.00
	<hr/>
	\$ 6.25-

298
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\$ 3.48

2
That I sent you to buy the land of Mr Harbor
as you stated in your deposition on 21st of
Aug 1889. Ans I don't recollect.

Q When you went to Mr Harbor as you say you
did what did Mr Harbor say?
Ans said for ~~you~~ ^{he talked} to come down ~~I will~~
^{would} let ^{you} him have it like he.

Mr Kirk did he not say at that time he
had not determined what he would do

Ans I think not. You were not
present when the trade was made. I was
not. You don't know then on what
propositions we traded. Ans. I do not.
Know any thing of the conditions of the
trade? & further this deponent says not

Richard ^{Thompson}
mark

Also Depositions of John F. Bugar taken
at the same time & place & for the same
purpose mentioned in the Caption witness
being first sworn he deposes & says
Ines By Defendant

Did not James Leucenberry say in your
presence the other day that the deed of
partition between Robert Stapleton Jesse
Stapleton & William Stapleton would
hold good. Ans He did & the coal
right was yet good that he would hold
it under the decree of the court
& further this deponent says not

John F. Bugar

Also the deposition of Charles Gillispie
taken at the same time & for the same
purpose and place mentioned in the
Caption witness being first sworn
he deposes & says

I was not present all the time while they were trading. My understanding was if Mr Harbor would make ^{my father} ~~him~~ a general warantee deed he would ^{take} ~~buy~~ the land & run all risks in regard to the Dower with W. H. Wax. and further this witness says not —

Charles Gillespie

Also the Depositions of Bruce Gillespie taken at the same time place and for the same purpose mentioned in the caption in behalf of himself he being first sworn he deposes & says — As to the Coal right the conversation of Nelson Woodard & James Lucenberry I have no recollection whatever there was a conversation between Wm Lucenberry & myself in which he said the coal right one half was gone at least he understood it was so. but this conversation occurred long after this previous conversation occurred — If I mistake not it was about the time I bought the Miller Dower. That was I think about 1885 or 1886 though not positive about the date at that time I was under the impression that the Coal right that was gone or 1/2 half sold was on the Wynn land & another thing that confirmed that thing was that after I bought Mr Harbors Interest Peter Miller came in here looking after the Miller heirs Interest in the Coal. he stayed here & I had a conversation with him & he said he had & Interest in the Wynn land coal right but never mentioned having any Interest in the Stapleton land & went on to say he wanted to form a Coal & Lumber Company with us here

here & never spoke a word about him or the Miller heirs owning any part of the coal on the Stapleton lands & in the spring of 1887 I optioned my lands to one Mr Kyle of Tenn for 90 days & I enclosed the lands I bought of Mr Harbor thinking I had a general warrant deed & I had at that time his ^{and Mr Harbor} bond in my possession for a general warrant deed. I gave my Option for a general warrant deed & about that time there came up a considerable talk about coal rights being previously sold of some lands & among others of the lands I had bought. I went to town & examined the record & found I had given Mr Kyle a bond for a deed I could not make. Mr Kyle came back here a few days before the Option ran out & insisted on me extending the option sixty days longer which I refused to do from the fact, I could not make a deed by the bond I had given. ^{and} as to the trade I will leave to the Deed Mr Harbor has filed in his papers in this case and further this witness says not —

Rees Gillespie

The within Deposition was taken before me at the time and place & for the purposes mentioned in the caption was read to them & signed by them in my presence Plaintiff & Defendant Both present. Given under my hand
Aug 30th 1889

W H Kelly, W. J.

N. P. Fee \$2.50

Deposition of V H Kelly Taken before
John L Pennington a justice of the Peace for
Lee County & state of Virginia at the house
of Reese Gillispie in the Pocket & in the
afore said county in the case now pending
in the circuit court of afore said county
& state wherein Henry M Harbor is plaintiff
& Reese Gillispie is defendant witness being
first sworn he deposes & says

Mr Kelly That deed that Mr H M Harbor made
to me was it not acknowledged before you
Ans I think I wrote it & took the acknowl-
edgement of the deed & the deed shows the
contract between Mr Harbor & wife & Mr Gillispie
whether or not Mr Gillispie was present or not
I dont recollect but I think he was not & further
he says

V. H. Kelly

The above Deposition of V H Kelly was taken
before me, ^{John L Pennington a justice of the Peace in Lee County, Virginia} in my presence & for the purpose
mentioned in the Caption Plaintiff and
the defendant both present in the
afore said county of Lee & state of Va
This Aug 30th 1889

J. G. Pennington, J. P.

Witness. 50

\$ 75
\$ 1.25 - J P cost

My dear friend
I have just received your letter of the 10th inst. and am
glad to hear from you. I am well and hope this
letter finds you the same. I have been thinking
much of late about the future of our country and
the state of our Union. I feel that we are in a
critical position and that the result of the
present contest will determine whether we are to
remain a united people or become a collection of
warring states. I believe that the only way to
preserve our Union is by maintaining the principles
of liberty and justice for all. I am sure that
you will agree with me in this. I am, dear friend,
your truly,
Wm. Lloyd Garrison

Court office Jonesville Va
January 17 1890

Henry M. Harber Plff }
vs } Dubbey
Reese Gillespie et al Defts }

The depositions of John S. Bur
gin, Jesse Stapleton and Robert
Stapleton & others taken, at the
time of taking an account
in the above styled Cause, which
witnesses are introduced by
the Plaintiff.

Present Plaintiff and his Atty
and Defendant, Reese Gillespie
who claims that he is taken
by surprise and that he is
not ready for the taking of
depositions on to day - and
by an agreement between the
parties the further taking of
depositions in this Cause

will claim
Robert Stapleton is continued until Wednesday
claim 66 the 22nd January 1890. at this place.
Jesse Stapleton
claim 66 J. A. G. Hyatt Cour.

John Burgin 50.

Court office Jan. 22 1890

Met pursuant to adjournment
Present Plff. & Deft. and their attorneys
Robert Stapleton a witness of lawful
age, being duly sworn and introduced
by the Plaintiff deposes as follows....

66
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182
182
364

Ques. 1st.

By Plaintiff,

Are you acquainted with the land sold by H. M. Starke to Rev. Gellispie. If so state what you may know about any coal being on said land.

Ans. I am acquainted with said land, and have known it ever since the year 1857, having lived on a part of an original tract out of which this tract was taken, ever since the time above stated until the present.

I have searched over this land for coal. I found one bank of edged coal - near the top of the ^{Small} mountain, ^{about 4 feet} which is on the tract of land once owned by Wm. Stapleton and 1/3 of this tract as I understand it, is the land here in question and on this same land on further examination I have found some other appearances of small veins of coal.

Ques. 2nd.

By Plaintiff.

If the two undivided interests in said land on the 2nd day of Nov., 1886, including the whole of said land,

coal &c, was worth \$125⁰⁰, what would you consider to be a reasonable price on said day for one-half of the coal right on same?

Ans I consider that 25\$ would be a reasonable and fair amount for one half the coal right, as compared with the way such rights was then selling.

Ques. 3. By same.

Please state, if said two undivided interests on that day, exclusive of one-half of the coal was worth \$125⁰⁰?

Ans I consider the Land leaving out $\frac{1}{2}$ the coal right, as being at that time well worth the 125\$. I think the land very reasonable at that price.

X Examined.

Ques 1st By Defendant.

What was the coal right on adjoining tracts of land selling at, the time said Gillespie purchased said tract of land?

Ans My understanding is from the traders, that the coal right on lands lying North of this land

but not adjoining, ^{it was selling} at from 50 cents to 85, & 90 cents per acre.

Qust 2 by Same.

When as you state, if there is a vein of coal on this tract, four feet thick, is this not an extra perk for this section, and would not the price of the coal right on this land bring the highest price you have spoken of or even higher?

Ans It is not, being an edged bank and hence is not worth so much.

Q 3 by Same.

How many acre, or what proportional part of said tract of land can be cultivated?

Ans There is about 265 acres of land in the entire tract, and don't think, taking every thing into consideration that there is over 125 acres thereof which could be cultivated.

Q By Same.

Is the Land outside of the landable Land fit for any purpose except for the coal and other minerals?

5 Ans. - Yes it is valuable for its timber and range for stock, it is so used by the mountain folks.
Re examined.

By Plaintiff

Who purchased coal-rights in this country at the prices above named by you?

Ans - Judge E. T. Duncan is the man who bought for one Mr. Stratton.
By same.

With a coal-right on land, would timber &c, rights of ways &c be worth anything to the purchaser of the coal right - if so what per acre -

Ans - It would, it would in my opinion be worth at least 10 cents on the acre.

By same.

Are you positive that any coal had been sold in this country on Nov. 2nd 1886?

Ans - I am not. The Deeds of such purchases would show this.

By same.

What kind of timber on said land and has it any value?

Ans - The land has poplar & oak timber on it, which

is valuable, but I don't know as to the quantity it is about an even age with other mountain lands in the neighborhood, there is also chestnut & pine timber on it.

Ques. 1 By Commissioner

If the Land on the day of sale was worth without any reservations whatever 125\$, what in your judgment was it worth less one half the coal right?

Ans One hundred Dollars.

And further this witness saith not.

wit claims

66\$

his
Robert X Stapleton
mark

John S. Birgins another witness of lawful age being duly sworn deposes and says
Ques. 1 by Plaintiff

Are you acquainted with the land sold by Plaintiff to defendant, if so state what you may know of any coal on the same.

Ans. I am somewhat acquainted with said - I know the land. I think there is some coal on it

I have observed some coal ^{where it had}
been raised from a bank near the creek.
which is on the down part of said
lands.

By same.

What would you consider $\frac{1}{2}$
of the coal right on said two undi-
vided interests to be reasonably worth,
if the whole was worth \$125⁰⁰ on
the 2nd day of Nov. 1886.

Ans. I don't know, but my best opinion
is that it was worth 25¢.

Examine

Ques 1 By Defendant.

Taking in consideration the damage
to the Plaintiff, of running over the
land, mining and ~~it~~ ^{swallowing}
the coal, and such other damages
as are perpetrated by mining, what
further damages than the said \$25-
do you consider that the plaintiff
is entitled to?

Objected to because impertinent &
there being no damages proven &

H. M. Harber &

Ans. It would be owing to how much coal
they would find. or what damage
would be done - So I cannot say

because I never saw any such work done.

wit claim
50cts. And further this witness saith not
John S. ^{his} Burgess
Mar 12

Jesse Stapleton an other witness of lawful age being duly sworn deposes and says.

Ques 1 By Plaintiff.

Are you acquainted with the land sold by Plaintiff to Defendant, if so state what you may know about any coal on the same?

Ans. I am acquainted with said land and own one share therein, and have known it for about 40 years, I never saw but little coal on the same, I saw some little Coal taken out of a bank not over a foot thick, there is not an acre of said land that I have not had my foot on.

Ques. 2 By same. If said two interests in said land on the 24th day of Nov., 1886, was worth \$125.00, what would you consider one-half the coal right on same to be reasonably worth at said time?

Ans. - I consider that 25¢ would be a very high price for it, because where nothing is to be seen, but little value in my judgment exist.

X Examination

Q. By plaintiff.

How much have you been offered for your interest in the coal right in this land, and what would you now take for the same?

Objected to because immaterial.

H. W. Harker -

Ans. I optioned the coal, mineral and all timber ^{on my lands} from 15 inches down, about one year ago, to an English Co. at 3¢ per acre, but said option expired so no trade was made - I would take 50 cents per acre for the coal right on the $\frac{1}{6}$ share I own in this tract, because I don't think there is but little if any coal on it, there is some little appearances of coal on the branch, but none of any value.

And further this witness saith not.

Wit Clayton
66

Jessie ^{dis} Stapleton
mark

The foregoing depositions were taken
subscribed and sworn to before me at
the time and for the purposes mentioned
in the caption.

J. A. S. Hyatt Coun

H. M. Barker

vs
Depto.

Reese Gillespie

Filed Jan. 7th 1890

J. A. S. Hyatt Coun

(C. H.)

with \$3.64

January 22ⁿ 1890

Reese Gillespie

adv
F. M. Barber

Sw Blaney

The depositions of V. H. Kelly
 & others taken at the time of
 taking an account in the above
 styled Cause, which are in-
 tended when taken to be
 read as evidence of the
 Defendant Gillespie -
 Present Jft & Jef & their attorneys,
 Said V. H. Kelly being first
 introduced & being of proper
 age & being duly sworn deposes
 and says: -

and says I am tolerably well acquainted with the land here in question, having frequently passed through the same - I consider that 25 or 30¢ would be the fair value of $\frac{1}{2}$ the coal right on the land sold by Jeff to Jeff. Considering 125¢ for the entire interest with no reservations, But little of this land especially the

Mountain portion is valuable only for its timber and coal and mineral advantages, I would say that $\frac{1}{4}$ of said land could be cultivated.

Witness
500

And further this witness saith not
V. H. Kelly.

Wm. L. Brusenberry being duly sworn deposes and says.

I am well acquainted with the lands as undivided $\frac{1}{4}$ interest here in question.

The coal has not been opened up on this land, to show to what extent it exists.

I consider one half the coal right on said land as being worth one half the land, hence I would put it as worth in this case \$62.50.

Examined.

By plaintiff.

Please state if the ^{timber} surface of said land on Nov. 2nd 1886 was worth any thing, if so what?

Ans. - Of course it was of some value I suppose it was at that time worth 50 cents per acre.

On Nov. 2^d 1886 what was
the coal on said land worth
per acre?

Ans. It was not at that time of any
value because there was no
market for it.

By Plaintiff.

If it was of no value
at that time, then the only appa-
rent value of said land was in
the surface & timber?

Ans. It was.

And further this witness saith not.

50th Claim

W. L. Greenberg

Albert Stapleton being next duly
sworn deposes and says.

I am well acquainted
with the land sold by Plff to Defn,
have been raised and lived all
my life near by the same and
I am now 33 years old.

I consider $\frac{1}{2}$ the coal right
on said land as being reason-
ably worth 30¢ at the time
said trade was made.

And further this witness saith not.

wit claim
50th

Albert Stapleton

The foregoing depositions was taken
subscribed and sworn to before me
at the time and place and for the purp-
oses stated in the caption.

J. A. Hyatt Coun

Reese Gillespie

ado Depo.

W. M. Harben

Filed Gary 22/1890

J. A. L. Hyatt Coun

"R."

wit \$1.50

The depositions of C. T. Duncan
and Elbert Stapleton
taken before the undersigned Commis-
sioner, on this 17th day of February 1890.
by Reese Gillespie and H. M. Barber, in
a chancery cause pending in the Circuit
Court of Lee County Va.
The said C. T. Duncan being duly
sworn deposes & says.

Quest. Please state, whether or not you are
acquainted with the market value of
Coal right in the neighborhood
of this land? If so what is it
was it about the time of this trade
and what would be the rel-
ative value of $\frac{1}{2}$ the Coal right
on this tract compared with the
price contracted?

Answer. I am partially acquainted with the
market value of Coal rights in the neigh-
borhood of the land purchased by Mr
Gillespie from Mr Barber. I bought the
Coal on several tracts of land in the
poorest country in the winter and spring
of 1887. One or two of these tracts is not
far distant from these lands. at that
time I paid from 50 cents to \$1.00 per
acre for the Coal with the privilege of

timber for mining purposes. About the
same time I bought two tracts of land in
the present one of which is situated about
one & a half miles from this tract, for this last
named tract I paid \$5.00 per acre and
for the other about \$4.00 per acre. I am
hardly well enough acquainted with the
land in dispute to express an intelligent
opinion as to the value of the coal at
that time with the land in fee simple.
At this date I regard the comparative
value of the coal on these present lands
as compared with the residue as much
higher now than I did in 1887.

31125
2147
20

41125
2131
16

My opinion at that time was that coal with
mining privileges was equal to from a
fourth to a third of the value of the land
as an entirety. Taking the whole present
country over. Some tracts in that country
the coal value would be higher and an
others lower than above estimate relatively
& examined.

Expos. 1 by Diff.

If the coal and mining
privileges was worth a third or
fourth of the land as an entirety
at the time Harber sold to Gilles-
pie, what would you say
the coal worth without min.

ing privileges?

Ans. ^{nothing} Unless the owner of the coal had the right to mine it I would not regard it as worth anything.

Ques. If the party owning the coal had no right to timber on the premises for the purpose of mining, what would you then consider the relative value of his right to the whole value of the land?

Answer. Not being a mining engineer or practical miner, I cannot give a very intelligent answer. I regard the right of timber for mining purposes as being of considerable value and without that right I would not pay as much for the coal as with it. I would myself make a difference of $33\frac{1}{3}$ per cent. Though I know a great many purchases made in this locality in which no difference seems to have been made.

In answer to a question by Commissioner,

Witness states that from his knowledge of the location of this land, which is very imperfect.

I would say about \$ 14.50 would
be the value of our half the coal on said land
I arrive at this conclusion as follows.

There is as stated by both parties 265
acres in the tract. Mr Gillespie by his
purchase gets $\frac{1}{3}$ of the whole tract
which would be about 88 acres
It is admitted by both parties that
about $\frac{1}{3}$ of the whole tract lies on
the side of Stone Mountain I do not
regard the Coal on or in Stone Mountain
as having a marketable value. Then
taking off one third for Stone Mountain
there would leave about 59 acres
upon which there is coal.

The price paid by Mr Gillespie for
the whole of his purchase being about
\$1.50 per acre. I would regard the
Coal where there is coal, as worth
 $\frac{1}{3}$ of the purchase price or 50 cents
per acre, and 50 cents per acre
on $\frac{1}{2}$ of 59 acres gives \$14.50,
as above This answer is based
principally on information this
day given me as to location of
said land

Re-examined by Defto Gillespie
If there is any Coal seams in
Stone Mountain lying horizontally

open to air and with the price paid for the whole

5

or nearly so, has it a market value?

Ans. It would have, and according to the owners would be just as valuable as any other.

And further this witness saith not.

C. T. Dunsen.

Elbert Stapleton an other witness being duly sworn and introduced by the defendant deposes and says.

The Taking of Mr. Stapleton's deposition is objected to because the deft. has heretofore examined him before this court.

E. W. Pennington.

Ans I have been over the land here in question since I gave a deposition in this cause on January 22nd 1890, on examination thereof I consider that one fourth of said tract is susceptible of cultivation for farm purposes I consider the surface value of said land as not being worth more than 50 cents per acre

at the time of this trade coal was selling at 5 & 6 cents per bu,

I have observed Seven or Eight veins of Coal on this land, I don't know as to the depth of ~~two~~^{one} seam, one is 4 feet and the other 18 inches, there was at the time of the trade some, but not very much valuable timber on said land, but timber at that time in that neighborhood ^{had} no market value.

Examined.

Ques. by Plff. ~~Did~~?

What was the value of the land per acre that was capable of cultivation on said land?

Ans. Three or Four Dollars per acre.

Ques. 2. by same.

At the time Harber sold to Killipin said land (Nov. 2nd 1886) did ^{the} coal on said land have, any marketable value, that is was any selling in that neighborhood?

Ans. I don't recollect that there was

Ques. 3. by same.

Is there any other timber ^{land} ~~said~~, except poplar timber, if so what?

Ans. There is white oak, pine chestnut oak, chestnut, and some other kinds, but not of much value, only for firewood.

wit claim And further this witness saith not
50th J. E. St. Peter

The foregoing depositions
J. F. Burgin was taken sworn to and
claim 50th J. subscribed by the witnesses
before me, this Feby 17th 1890
J. A. Hyatt Com.

claim
against J. F. Burgin

J. A. E. Consciencey

claim 50th J.

Nelson Woodward

claim 50th J.

Reese Gillespie
ad³ Depo.

H. M. Harben

Filed Feby 17 1890

J. A. Bryant

"R. G."

wit \$2.00

1 H. M. Harber

2 vs.

3 Rus Gillespie

} Depositions

4 The depositions of Richard
5 L. Kirk,

6
7 taken before me J. A. G. Hyatt, clerk of
8 the Circuit Court of Lee County, Va.
9 pursuant to notice hereto annexed, at
10 the law office of E. H. Drumington in
11 the town of Jonesville, Va. on the 21st
12 day of August, 1889, between the hours
13 of 10 A. M. and 2. P. M. to be read
14 as evidence in behalf of H. M. Har-
15 ber in a certain suit in chancery
16 depending in the Circuit of Lee
17 County, wherein Rus Gillespie is
18 defendant and H. M. Harber is
19 plaintiff.

20 Present H. M. Harber the plaintiff

21
22 The witness Richard L. Kirk
23 being of proper age and duly sworn
24 deposes and says:

25 Question 1st by Pltff.

26 Please state if the deft. in
27 this suit had any conversation
28 with you about the land in the
29 bill and proceedings mentioned, if
30 he did, when it was and what
31 he said?

32 Ans. I was at the deft's store on

1 day before the trade had been closed
2 between said parties concerning said
3 land, and the said Gillespie got
4 me to go and see Mr. Harber for him
5 and authorized me to tell Mr.
6 Harber that he would give
7 him \$125⁰⁰ for his two undivided
8 interests in the ~~the~~ Stapleton
9 land; that for me to tell Mr. Har-
10 ber that he (Gillespie) would take
11 the same at said price and at all
12 risk, and stand all lawsuits that
13 might come against it, and that
14 Mr. Harber should have nothing
15 more to do with it in any way.

16 And further this witness saith not,

17 Richard L. ^{this} Kirk
18 mark

19 James E. Muscumbery another witness
20 of lawful age being duly sworn
21 deposes and says -

22 Question 1st By Plaintiff's Counsel,

23 Please state if at any time about
24 the time the trade was made between
25 said parties for the interests of ~~the~~
26 land in the bill and proceedings
27 mentioned, you informed Mr.
28 Gillespie about the one half of
29 the coal being gone off of said
30 land. State anything you may
31 know about it, and where
32 such conversation may have been
had?

Witness
Claim 82
Docket

Ans. 1 About two years before Mr.
2 Gillespie purchased the land in
3 the bill mentioned of Mr. Milton
4 Harber, in conversation with
5 him, I informed him (Mr. Gillespie)
6 that one half the coal right on
7 said land had been sold to David
8 Miller and that I was present
9 at the time said ~~sale~~ was made
10 ~~with~~ ^{to} Miller, at an other time
11 I heard Mr. Gillespie and William
12 Lennsenberg speaking of this coal
13 right having been sold on said land
14 which was about 18 months before
15 he bought of Harber — and they said
16 that they would go to Jonesville and
17 ascertain how the matter stood

X Examined

Question 1st By Defendant.

When did the first conversation
20 you allude ^{to} take place and where
21 did it? and when & where the second one

Ans. As I know recollect it was at the
23 store house of Defendant, and as
24 I recollect in the year 1884. the second
25 one I think in 1885 just before Henry court.

Question 2. By same.

What brought up this conversation?

Ans. 28 Welf, was speaking of buying ~~the~~
29 Stapleton's interest in ~~the~~ Henry
30 Kirk's interest in the ~~the~~ Stapleton
31 land, and remarked to me that
32 Henry was asking fifty Dollars

1 For his interest in said land - and
2 I told Mr. Gillespie that it was too
3 much considering the fact that
half the coal right was gone.

Question 3rd By same.

6 Do you know that the coal right
7 sold to Miller, is the particular coal
8 right on the land now in question?

9 This question and its answer
10 is by Plff. objected to, because
11 immaterial, and if the same is
12 true there are records or writings
13 to show the fact.

14 H. M. Harper by counsel

15 Ans I was present when the coal right
16 was sold to David Miller on
17 J. D. Russell and Wm Stapleton, ~~and~~
18 Stapleton and Robert Stapleton land
19 and this is the same land here
20 in question.

21 Question 4th By same

22 How do you know this?

23 Ans - Because I know the land
24 and it is situated on Stone
25 Creek Lee County Va.

26 Question 5th By same

27 Did you not tell Mr. J. F. Burgin on
28 Monday last, that the deed of partition
29 to Stapleton heirs would hold the coal
30 right?

31 This question is objected to, be-
32 cause irrelevant and immaterial
to the issue in this case.
H. M. Harper by counsel

Ans. I did,

Ques 6² Do you know now whether the coal
right is good.

Ans. I do not, the Court decides such things.

Ques 7⁵ If you don't know it now - of course
you did not know it when you
was speaking to me - did you?

Ans. I only spoke of knowing that the
coal right was sold - and only
told ~~you~~ that it had been sold.

And further this witness saith not.
James ^{ship} ~~Ex~~ Lensenberry
^{mark}

Wm. L. Lensenberry an other witness
of lawful age being duly sworn
deposes and says -

Ques 1⁷ By Plaintiffs Atty,

do you know about the time
the deft. purchased the land in
the bill & proceedings mentioned?
from the plaintiff?

Ans. I think it was in the fall of
1886.

Ques 2¹ By same.

Please state if at any time be-
fore said deft. purchased said
land from said plaintiff, you heard
the deft. say anything that in-
dicated that he had been inform-
ed that any of the coal had been
sold from said land; if so, state
what all you may know.

Ans 1 Before this purchase was made by
2 the Deft. from the Plff - I myself,
3 informed him that it was rumored
4 ~~and understood~~ that ~~the~~ coal right
5 had been sold off of said lands
6 & in ~~some~~ conversation we spoke of
7 looking up the records as to this
8 coal right, I had an indirect
9 interest in said land, myself.
10 My father owning apart of the same
11 Wm Stapleton tract of lands
12 And further this witness saith not.
13 W. L. Clemenbery.

wit.
Claims
Ticket

14
15 Samuel Harben an other witness of
16 lawful age being duly sworn
17 deposes and says -

Question 1 By Plffs. Atty.

18 Please state, if the Deft. in this
19 suit had any conversation with
20 you or in your presence in
21 regard to the land in the bill &
22 proceedings mentioned, if he did,
23 when it was and what did he
24 say?

25
26 Ans I was present when the ^{trade} ~~deal~~ was
27 made - and in a conversation with
28 Mr. Gillespie ^{and the Plaintiff} before the trade was made
29 on the same day as to the claim of one Wm Max in the down
30 interest, Gillespie remarked that he would
31 take the land and run all risks, and
32 if there was any lawing over it he would
attend to that.

X Examined.

Ques 1 By Defendant.

Was not the conversation you have reference to, had between me and Plaintiff, solely in regard to the dower interest of said Max?

Ans. It was.

Ques 2 By same -

Was there any dispute over any other claim except Maxes on said land?

Ans. I don't recollect that there was, named that day.

Ques 3 By same -

Did not Mr. Harben on that day agree to make me a General warrant Deed to his interest in said land?

Ques. by Plff. Was a writing entered into in regard to the sale of said interest in said land?

Ans. It was.

Then the above question of Deft is by the Plff objected to, because no formal testimony can be introduced to vary, although a writing. Harben by counsel

Ans to 3 question by Deft

If, he did I don't have any recollection of it, -

Ques 4 By same -

Did you witness the bond that was given by Mr. Harben for a title?

Ans - I did, but I did not charge my mind with its contents.

Ans 5 By same.

Did not I read that bond in your presence?

Ans - You did.

Ques 6 Did you not know the contents of said bond at that time.

Ans I did.

And further this witness saith not,

Jackson Bryan claim 50 Ticket U. S. Harbor
Henry Kirk 50 Ticket

The foregoing deposition were taken sworn to and subscribed by the witnesses before me this the 16th August 1889,

J. A. G. Hyatt C.

H. M. Harber
Depto
no
Creese Gillespie
Filed Aug. 21st 1889
J. A. G. Hyatt C.

Clerk \$2.50
Wit. 2.98
Paid \$7.18

1889 The within deposition are accepted by the court, because the present, offered by the court and the bond and other on file with post bill - 1st Officer for Sept.

H. M. Harber

Plff

In Chancery

vs
Rees Gillespie

Def

The depositions of
Jackson Green and Henry Kirk
taken by the defendant by an agree-
ment with the Plaintiff & his counsel
on the 21st Aug. 1889, at the
Law office of E. W. Pennington
in Jonesville Va, which when
taken are intended to be read
as evidence on behalf of Rees Gillespie
the defendant in the above styled
Cause:

Jackson Green a witness of law full
age being duly sworn deposes
and says:—

Question 1st By Defendant Rees Gillespie

Mr. Green state what you know
about the land trade here in question
between me and Mr. Harber.

Ans. I was present when Harber sold
you the land, and you agreed
to give Harber 125⁰⁰ for the land,
during the trade something was
said about a certain claim that
Max asserted. My understanding
was that Harber was to make
a deed of general warranty and
you, Gillespie was to pay him 125⁰⁰
10⁰⁰ of was to be paid down.

Mr. Gillespie said he would pay

1 all casts ^{any thing} ~~which~~ might come up
2 against said land, but I heard
3 no question made over any claim
4 except Waxes on the dower.

Ques 2 By same -

6 Was there any thing said about
7 any coal rights on said land.

Ans 8 There was not in my presence, that
9 I have any recollection of.

10 ~~It~~ It arrived by
11 Plaintiff

12 Please state whether Mr. ~~Hacker~~
13 ~~from~~ ^{Gillespie} Mr. ~~Hacker~~ a writing or
14 hand for the title to the land
15 sold said left.

Ans- 16 There was a writing said to be a bond
17 written I believe by Mr. Gillespie seen
18 ted between the parties on said day, I
19 can't read, the writing I think was
20 read in my presence - but I don't
21 remember the contents of said
22 writing.

23 And further this witness saith not.
24 Jackson ^{W. Green} ~~W. Green~~

25 Henry Kirk an other witness of
26 lawful age being duly sworn
27 deposes and says -

Ques 28 By Rees Gillespie.

30 Did I purchase your interest in the
31 Mr Stapleton land, if so, was there any
32 thing said about any coal right?

The above question is objected to because immaterial and irrelevant to this issue in this cause.

H. M. Harker by exam.

Ans. You did purchase my interest in said land and there was nothing said about a Coal right on said land.

Ques. Did you know that the Coal right had been reserved in the Deed from Dickenson to Smith and from Smith to Stapleton?

Ans. I had heard talk of it, but did not know that it was a fact. And further this witness saith not
Henry E. Kirk
mark

The foregoing depositions were taken subscribed and sworn to before me on this 21st August 1889.

J. A. Syatt Commr

32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

Reese Gillespie

ad 3 Depo

H. M. Harben

Filed Aug. 21st 1889
J. O. Hyatt & Co

clerk \$1.00

Commissioners Office
March 10th 1890.

Henry M. Harber Plff
versus In Chancery
Reese Gillespie et al Deft

To the Hon H. S. K. Harrison Judge
of the circuit Court for Lee County.

In obedience to a Decree
entered in the above styled cause on the
5th December 1889, I notified the parties
to this suit that I would on the 7th of
January 1890, at my office in the Town
of Jonesville Va proceed to hear any
evidence, which either party might desire
to introduce as to the matters referred to
me, on said day and place the Plff and
Deft came before me when the Deft
claimed that he was not ready to
proceed, and by the assent of the Plff,
the 22nd January was fixed upon as the
day which would suit both parties,
to proceed with said cause.

And pursuant to said agreement
the parties assembled, and thereupon the
file of Deposition marked "H" was
regularly taken on behalf of the Plaintiff
and by the statement of Robert Stapleton
John S. Burgin and Jesse Stapleton
therein in made, it is seen that they
place the relative value of one half
the coal right on the land sold by
Plff, to Defendant at 25¢.

1 On the 22nd January 1890, the file of
2 Depositions marked "K." was taken
3 on behalf of the Defendant, and as is
4 therein shown the witness Mr. V. H. Kelly
5 puts one half the coal right on said land
6 without any reservations at from 25[¢] to
7 30[¢], and the witness Wm L. Lemsenberry
8 in the first place states that 1/2 half the
9 Coal right on said land is worth one
10 half the price agreed to be paid on
11 \$62.50, Secondly, states the surface value
12 to be 50[¢] per acre, and lastly says
13 the land at the time it was sold
14 had no coal or mineral value.
15 whatever. Hence his evidence is of
16 but little value any way, and the
17 witness Elbert Stapleton puts the
18 Coal right on one half the land sold at
19 30[¢]. On the 17th February 1890, the

20 batch of deposition marked "R. L."
21 was taken, and by the statements
22 of the witness E. F. Dorman 1/2
23 half the coal right on said land
24 was worth at the time of the trade
25 the sum of \$14.50, but that without
26 any mining privileges it was not
27 worth any thing.

28 The witness Elbert Stapleton
29 was again introduced, but his
30 evidence has but little weight, in
31 giving any further information
32 on the matters of dispute in this

1 Cause. The Plaintiff files a deed
2 marked "M." showing that on the
3 26th Feby 1875, One David Miller
4 purchased in the Coal right on
5 one thousand acres of land
6 of which the land here sold is
7 a part, at the price of 27¢
8 and also the deed from Smith
9 to Dickerson, marked "D,"
10 which shows that nothing
11 but one half the Coal was
12 reserved, having no reference
13 to mining privileges, timber
14 &c.

15 And your Commissioner from
16 the foregoing evidence, arrives
17 at the following conclusions
18 First - that the price agreed to be
19 paid by the Defendant to the Plaintiff
20 for the land here in question was
21 One Hundred & Twenty five Dollars,
22 Secondly the relative value of one
23 half the Coal right thereon
24 is Twenty Dollars, at the time
25 of said trade, this being a matter
26 between the statements of the
27 witnesses on both sides, Judge
28 Driscoll appeared to know
29 more of the value of such rights
30 from the fact that he had been
31 engaged some time after this
32 trade in purchasing like interests

1 and he being introduced by the left,
 2 who puts one half the coal right on
 3 said land at \$14.50. Several other witnesses
 4 who I consider not so competent of knowing
 5 the value of such rights, puts it down
 6 at 25¢, hence I conclude that 20¢ is
 7 a fair relative value of one half the
 8 coal right on said land.

9 Respectfully submitted
 10 J. A. H. Hyatt Comr

18
 19
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Comm Report
 Reo Gilchrist
 Filed March 10/80
 J. A. H. Hyatt

Comm Recd \$15.00
 with Pkts
 " left

\$22.64
\$3.50
\$1.50
\$22.64
\$3.50
\$1.50
\$27.64

On or before the 1st day of March
1887 I promise to pay H. M. Harbor Sixty
dollars for land as described by his title
bona and I hereby waive the benefit
of the homestead & personal property exemption
as to this debt- witness my hand & Seal
this Nov 2 1886

Russ Gillespie (Seal)

Credit - within note by

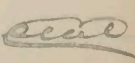
\$8 $\frac{75}{100}$ Nov 17th 1887

"B"

This Indenture, made this 31st day of October in the year of Lord one thousand eight hundred and forty eight between Benjamin Dickinson of the County of Lee and State of Virginia of the one part, and George Smith Senr and George Smith Junr and Adison Smith of the county and State aforesaid of the other part, Witnesseth, that the said Benjamin Dickinson for and in consideration of the sum of two hundred dollars current money of the United State, to him in hand paid, the receipt whereof is hereby acknowledged, doth grant, bargain and sell unto the said George Smith Senr. George Smith Junr and Adison Smith a certain tract or parcel of land lying and being in the county of Lee, on the North side of the Stone Mountain on both sides of Stone Creek containing as supposed 1000 acres be the same more or less without further measurement, the true intent and meaning of this contract & conveyance being in gross by the boundary, not by the acre, and bounded as follows to wit: Beginning on a pine and chestnut oak on the top of the Mountain, at the west end of the Yellow rock, at 28 N 32 E poles to a

chestnut oak and two black gums, on
the top of a ridge, at 38 It 80 poles to
three chestnuts and two locust on a
ridge at 58 E 300 poles to a black gum
& chestnut on a ridge North 60 poles to a
chestnut and black oak on a high
point at 77 E 200 poles to a stake
in Puckett's creek, thence down the
same to Thomas Pennington's line, thence
with his lines to the McBrady line, and with
McBrady's line to three chestnuts on the
top of the mountain George Smith sur-
corner, Thence with George Smith sur-
line to the beginning, except always out
of the above boundary so much of an
entry made by John Day as lies with
in it and so much as will be embraced
by a line beginning where the 30 poles
line of the above boundary comes to
the Day entry running due south far
enough to strike the most southern
corner of the Day entry, thence parallel
with the said 300 poles eastward to the
Painter Lick branch & thence a straight
line to the black gum and chestnut on
a ridge, called for at the end of the
300 poles line, and one half of any stone
hole that may be found within

Said boundary is always reserved to the said Benjamin Dickinson with all its appurtenances except the exceptions above made to have and to hold the said tract or parcel of land with all its appurtenances except the exceptions above made unto the said George Smith senr. George Smith junr. and Addison Smith and their heirs to the sole use and behoof of them the said George Smith senr. George Smith jr. and Addison Smith and their heirs forever, And the said Benjamin Dickinson for himself and his heirs doth covenant with the said George Smith senr. George Smith jr. and Addison Smith and their heirs, that he the said Benjamin Dickinson and his heirs, the said tract or parcel of land with all its appurtenances except as above excepted unto the said George Smith senr. George Smith jr. and Addison Smith and their heirs against the claims of all persons whomsoever shall warrant and will forever defend. In witness whereof the said Benjamin Dickinson has hereunto subscribed his name and affixed his seal the day and year above written

Benjn Dickinson 
Lee County Clerk's office the 19th day of

October 1848. This indenture of bargain
and sale for land between Benjamin
Dickinson of the one part, and George
Smith and George Smith jun and
Addison Smith of the other part,
was acknowledged before me and
admitted to record.

J. W. S. Morrison C. C.
Attest of the record
Test J. B. Gibson Clerk

Geo. Smith in re
Tracy Deed

Benj. Dickinson

Deed Book 11

Co. 13/47

J. B. Gibson C. C.

Filed Feb 17/1890

J. B. Gibson

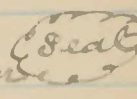
Cann

"L"

Dec 75-

This deed made this the 26th day of February 1875 between M B D Lane Comr in the Chancery Cause of B. D Martin, against the heirs of Edward Dickenson and others. and the other nine Causes heard therewith of the first part; and David Miller of the County of Lee and State of Virginia of the second part; Witnesseth that whereas the said Commissioner under a decree rendered in said cause, did sell as the property of Benjamin Dickenson dec^d one moiety of all the coal that is or may be found on one thousand acres of land in Lee County lying in the Pocket sold by said Dickenson in his lifetime to George Smith. and reserved by lien in his deed to said Vendor; and that said Miller became the purchaser of said coal interest for the sum of (\$27.00) which has been fully paid. Now in consideration of the premises as well as in consideration of one dollar in hand paid, & the undersigned as said Commissioner do hereby grant and convey unto the said David Miller all the right title and interest, whether legal or equitable which the said Benjamin Dickenson at his death had in or to the said moiety of coal reserved as aforesaid with all its appurtenances. This interest is conveyed by said Commissioner with Special Warranty

Only. Witness the following Signature &
Seal This the day & year first above written

M B D Lane Commissioner 

Virginia Lee County Court Clerks office
February 26th 1878 The foregoing deed from
M B D Lane Commissioner of the one part.
to David Miller of the other part both of Lee
County Virginia. was this day acknowledged
before me by the said Lane Commissioner as afore-
said, to be his act and deed for the pur-
poses therein mentioned,

Teste James W Orr clerk

Virginia Lee County Court Clerks office
the 28th of February 1877 . The foregoing
deed from M B D Lane Commissioner of the one
part to David Miller of the other part both
of the County of Lee & State of Virginia
was this day admitted to record upon the
Certificate of James W Orr Clerk of the County
Court of the County and State aforesaid.

Teste R W Orr. Jr & C

Attest of the record,

Teste John R. Gibson clerk.

David Miller

Faint copy of Deed

W. B. D. Lane sur.

Filed Feb 17 1890

J. S. Byatt sur.

("M")

Dec. 140

KNOW ALL MEN BY THESE PRESENTS, That we *E. W. Pennington*
J. A. G. Hyatt

are held and firmly bound unto the Commonwealth of Virginia, in the sum of
One Hundred dollars, to the payment whereof, well and truly
to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated *8th* day
of *December*, one thousand eight hundred and *ninety-one*

The Condition of The Above Obligation is Such, That if the above bound *E. W. Pennington*
shall faithfully perform the duties of *Court* ~~office or trust~~, as

under a decree of the Circuit Court of the County of Lee, pronounced on the *(1st)*
first day of *April*, 18*90*, in the suit therein depending
under the name and style of *H. M. Stuber* Plaintiff
vs. *Russ Giesseff et al* Defendants

and properly account for all sums of money *he* may receive as
such *Commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of
E. W. Pennington (SEAL.)
J. A. G. Hyatt (SEAL.)
(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day
suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit
Court of the County of Lee, that
estate after the payment of all just debts, and those
for which bound as securit for others, and expect to have
to pay worth the sum of
dollars.

Given under my hand this day of 18 .
Teste: Clerk.

Left Gullaford
Leaving Thursday

E. N. O.

H. M. Harber

Deft

vs
Reese Gillespie

Deft

In Choc

In obedience to a decree
entered in the above cause
I will proceed at my office
in the town of Jonesville Va
on the 17th January 1890 to
perform the duties therein
directed - all parties
interested will appear at
said place and time, with
such witnesses and evidence
as they may have touching
the matters in dispute.

J Alstyatt Clerk
Jan 8th 1890

To Reese Gillespie

J. M. Barker
vs ³/₃ Notice
Reese Gillespie

To 17 Jan. 1890

Not Delivered
till the 29th Jan
1890

12.50
10.00
<hr/> 22.50
15-
<hr/> 37.50

NOTICE !

Timber—

LAND FOR SALE.

Flannery & Graham Plaintiff.

VS.

F. B. Fern & son & Co Defendant

IN CHANCERY.

By virtue of a decree of the Circuit Court of Lee County passed in the above styled cause at the *March* term thereof in the year 1890, the undersigned Special Commissioner will proceed at the front door of the court house of Lee County, on the first day of the *May* term thereof for the year 1890, to sell at public auction to the highest bidder on the terms hereafter stated so much of the tract of land in the plaintiffs bill mentioned as will pay the debt due him from the debt and the cost of suit, and commission on sales a statement of which is shown below.

At this sale so much cash in hand will be required, as will pay the cost of suit and commissions on sale and as to the residue

and *Six* months time will be given with interest from day of sale and the purchaser will be required to execute bond with approved security for the deferred payments.

E. W. Cunningham Com'r.

The bond required by law has been given.

J. A. G. Hyatt

Bill of Costs

To Comm. Gaines	\$18.00
Es. A. C. for	1.00
Atty.	15.00
Sheriff	6.00
Clerk say	12.00
Comm. for lower	32.00
Comm. of sales say	20.00
	<hr/>
	\$108.00

Please Post

Wm Gillespie

TAKE NOTICE, That I on the 21 day of

Aug, 1889, at the Law office of E.
H. Pennington in the town of Jonesville
Lee County, Va.

will proceed to take the deposition of Nelson Woodward, Richard
Kirk and others

which, when taken, I intended to be read as evidence on my behalf in a certain suit in Chancery
now pending in the Circuit Court of Lee County, State of Va., in which

I am plaintiff and
You are defendant.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the
taking thereof will be adjourned from time to time, and from place to place, until completed.

Aug, 14, 1889.

Very Respectfully,

W. M. Harber
per counsel

H. M. Harbor

v2 } Notice to
Take Depo-

Rees Gillespie

Executed by delivering
an office copy of the within
notice to the Deft
Rees Gillespie this 17th
day of August 1889

A B Munsey S.C.

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

Reese Gillespie

B. F. Cruseberry and Jesse Stapleton.

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *June* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by

H. M. Harber

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *18th* day of *May* 18*87*, in the 11*3* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

(E.W.P)

H. M. Harbarn

vs ³ Spain Choy

Reese Gillespie et al

To 1st June Rules 1889.

Executed by
delivering office
Copies of this Spec
to B. F. Hensenburn
+ Jesse Stablton
and a like copy
to the wife of
Reese Gillespie
after reading
Explaining they
saw to her he
not being at his
usual place of
abode May 24 1889

R. D. Flannery
S. L. C.

May 24 89 \$1.50

25-

39

18

10

18

50

15-

35-

50

15-

36

15-

115-

718

25-

36

60

18

75-

36

40

15.98

6.25-

1.50

23.73

15.98

4.68

11.30

3.50

7.80

1.70

1.50

3.20

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

WE COMMAND YOU TO SUMMON

Samuel Harber

a Court
To appear before the Judge of our Circuit Court of Lee County, at the courthouse on the 21st
day of August 1889 term next to testify and the truth to speak in behalf of
H. M. Harber in certian matters of controversy
pending in our said Court between Raido

H. M. Harber Plaintiff, and Rae's Cullenspie

Defendant. And this he shall in no wise
omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt,
Clerk of our said Court at the Courthouse.

This 14th day of Aug 1889, in the 11 4 year of the Commonwealth.

J. A. G. Hyatt Clerk.

H. M. Harber

vs } Sha

Rees. Gillespie

Lo 21st Aug 1889

Executed by Sumothe
within witness this the
15th of August 1889

A B Munsey S. L. C.

The Commonwealth of Virginia,

To The Sheriff Of Lee County Greeting:

WE COMMAND YOU TO SUMMON

John F. Burgin, G. L.
Pennington, Elbert Stapleton

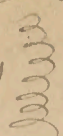
a Court
To appear before the Judge of our Circuit Court of Lee County, at the courthouse on the *17th*
day of *February* 189*0* term next to testify and the truth to speak in behalf of
Reese Gillespie in certian matters of controversy
pending in our said Court between

H. M. Harber Plaintiff, and *said*

Reese Gillespie Defendant. And this *they* shall in no wise
omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt,
Clerk of our said Court at the Courthouse.

This *6th* day of *Febury* 189*0*, in the 11*th* year of the Commonwealth.

J. A. G. Hyatt Clerk.

Reese Gillespie
ad  Spagonist

Henry M. Harber

To 17th day of Feby, 1890.

We accept legal
service of this Sub.
Feby - 1890.

Edw. Stapleton

+

+

The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting:

WE COMMAND YOU TO SUMMON

~~W. E. J. Gillespie~~, *Reas. Gillespie*
J. F. Burgin, E. M. Burgin, and
George Pennington (of E.M.P.)

W. H. Kelly N.P. of *Reas Gillespie*
To appear before the Judge of our Circuit Court of Lee County, at the courthouse on the *30th*
day of *August 1889* term next to testify and the truth to speak in behalf of
Reas Gillespie in certain matters of controversy
pending in our said Court between

J. M. Harber Plaintiff, and *said*

Reas Gillespie Defendant. And this *they* shall in no wise
omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt.
Clerk of our said Court at the Courthouse.

This *21st* day of *Aug.* 18*89*, in the 11^{*th*} year of the Commonwealth.
J. A. G. Hyatt Clerk.

Rees Gillespie
ads 3/4 Spa

H. M. Warner

To 30th Aug. 1889 at
Rees Gillespie's house

We accept legal
services of this Sp.

Accept H. M. Warner
N P

John F. Burgin
Chas. Gillespie

John F. Burgin
Chas. Gillespie

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

WE COMMAND YOU TO SUMMON

Elbert Stapleton

T. H. Kelly

& W. L. Cunningham

a Court.

To appear before the Judge of our Circuit Court of Lee County, at the courthouse on the *22nd*

day of *January 1890* term next to testify and the truth to speak in behalf of

Reese Gillespie

in certain matters of controversy

pending in our said Court between

J. M. Harben

Plaintiff, and

said

Reese Gillespie

Defendant. And this

he

shall in no wise

omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt,

Clerk of our said Court at the Courthouse.

This

17th

day of

January

18

90, in the 11

year of the

Commonwealth.

J. A. G. Hyatt
Clerk.

Reese Gillespie
ads ³/₃ Spu for wit

W. M. Harbison

To 22 Jan'y 1890

I accept legal
service of this
Spu. Jan'y. 1890

"accept"

W. M. Harbison

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

WE COMMAND YOU TO SUMMON

*B. F. Crumberry,
James Crumberry, Richard Kirk,
Henry, Kirk & Jackson Green
and Samuel Harber*

a Court
To appear before the Judge of our Circuit Court of Lee County, at the courthouse on the *21st*
day of *August 1889* term next to testify and the truth to speak in behalf of
H. M. Harber in certain matters of controversy
pending in our said Court between *Said*

Harber Plaintiff, and *Rees Gillespie*

Defendant. And this *they* shall in no wise
omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt,
Clerk of our said Court at the Courthouse.

This *14th* day of *Aug.* 18*89*, in the 11th year of the Commonwealth.

J. A. G. Hyatt Clerk.

H. M. Harber

vs $\frac{3}{3}$ Ida

Rees. Gillespie

To Aug 21st 1889.

Executed by Sumner the
within witnesses this
the 17th day of Aug 1889

A B Munday SLC

The Commonwealth of Virginia,

To The Sheriff Of Lee County Greeting:

WE COMMAND YOU TO SUMMON

Benj. H. Lonsberry
Jessie Stapleton and John
S. Burgin & Robert Stapleton Sr.

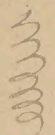
a court
To appear before the Judge of our Circuit Court of Lee County, at the courthouse on the *17th*
day of *January 1890* term next to testify and the truth to speak in behalf of
H. M. Harber in certian matters of controversy
pending in our said Court between *said*

H. M. Harber Plaintiff, and

Reese Gillespie Defendant. And this *they* shall in no wise
omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt,
Clerk of our said Court at the Courthouse.

This *6th* day of *January* 1890, in the *11th* year of the Commonwealth.
J. A. G. Hyatt Clerk.

H. M. Harbor

vs  Spa for
rent

Reese Gillespie

To 17.th Jan'y 1890

We accept legal
service of this
Shd.

~~John D. Burdick~~

B. F. Crisdenlynn

Jesse Stapleton

Robt Stapleton Jr.